

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4400320

PRINT DATE: 12/05/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1311470544
CARDINAL HEALTH 411 INC
7000 CARDINAL PLACE

DUBLIN, OH 43017
(999) 999-9999

REFER QUESTIONS TO:

IRIS LESTER
(410) 767-4612
IRIS.LESTER@MARYLAND.GOV

ITB:	EXPR DATE: 04/01/15 POST DATE: 12/27/13	DISCOUNT TERMS: . CONTRACT AMOUNT:	NET 30 DAY .00
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TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT EXTENTION:

THIS CONTRACT WILL BE EXTENDED UNTIL APRIL 1, 2015 WITH THE SAME TERMS AND CONDITIONS OR UNTIL A NEW CONTRACT IS PUT IN PLACE FOR PHARMACEUTICALS.

REFERENCE: MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY (MMCAP) CONTRACT NO. MMS10001

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PHARMACEUTICAL PRIME VENDOR SERVICE
FOR THE
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
OTHER MARYLAND AGENCIES AS IDENTIFIED HEREIN

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SCOPE: TO PROVIDE PRIME VENDOR SERVICES TO MARYLAND STATE HEALTH AGENCIES, LOCAL COUNTY HEALTH DEPARTMENTS, AND NON-PROFIT HEALTH ORGANIZATIONS. PRIME VENDOR SERVICES INCLUDE ORDERING VIA INDIVIDUAL MANUFACTURERS' CONTRACTS, STORAGE OF ALL DRUG PRODUCTS AND DISTRIBUTION OF DRUG PRODUCTS WITHIN 24 HOURS.

CONTRACT PERIOD: JANUARY 1, 2014 THROUGH DECEMBER 31, 2014

THIS CONTRACT IS SUBJECT TO ALL APPLICABLE PROVISIONS OF MARYLAND LAW.

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ALL INVOICES ARE TO BE PAID BY THE USING AGENCY(S) WITHIN A MAXIMUM OF 30 DAYS.

I. REQUIREMENTS: THE PRIME VENDOR MUST

- A. USE PHARMACEUTICAL FIRM CONTRACTS ESTABLISHED BY THE MINNESOTA MULTI-STATE CONTRACTING ALLIANCE FOR PHARMACY (MMCAP).
- B. HAVE AND MAINTAIN ALL CURRENT FEDERAL, STATE AND/OR LOCALLY REQUIRED LICENSES AND PERMITS.
- C. BE CAPABLE OF MAKING NORMAL DELIVERIES WITHIN A 24 HOUR PERIOD AND HAVE THE ABILITY TO REACT SATISFACTORALLY TO ANY EMERGENCY SITUATIONS WHICH MAY ARISE AT THE PARTICIPATING AGENCIES.
- D. TAKE SOLE RESPONSIBILITY FOR DELIVERY OF DAILY ORDERS. THE COST FOR DELIVERIES ARE INCLUDED IN THE PRIME VENDOR FIXED PRICE SERVICE FEE EXCEPT WHERE OTHERWISE NOTED.
- E. HAVE ELECTRONIC ORDERING CAPABILITIES TO MINIMIZE ERRORS ASSOCIATED WITH MANUAL ORDERING. THE ELECTRONIC ORDERING CAPABILITIES MUST INCLUDE HAND-HELD ORDER ENTRY HARDWARE WITH WAND AT EACH AGENCY SITE, AS A MINIMUM.
- F. HAVE THE CAPABILITY TO PROVIDE THE FOLLOWING REPORTS:
 1. CONTRACT EXCEPTION REPORT - SHOWS ALL ITEMS PURCHASED OFF CONTRACT WHEN THERE WAS A GENERIC EQUIVALENT ON CONTRACT - BY AGENCY. (PARAGRAPH V, (C,D)).
 2. MONTHLY USAGE REPORT IS A MASTER REPORT PROVIDED IN ALPHABETICAL ORDER BY GENERIC NAME, GIVING BOTH MONTHLY AND ANNUAL CURRENT USAGE. ADDITIONALLY, INDIVIDUAL USAGE REPORTS ARE TO BE PROVIDED TO EACH AGENCY.
 3. PHARMACEUTICAL FIRMS CONTRACT REPORTS MUST BE IN ALPHABETICAL SEQUENCE AND IS TO INCLUDE BOTH MONTHLY AND YEARLY CURRENT USAGE.
 4. BACK-ORDER REPORT WILL BE BY GENERIC NAME, IN ALPHABETICAL SEQUENCE, LISTING ALL ITEMS THAT WERE BACKORDERED FOR THE REPORT PERIOD.
 5. VOLUME MOVEMENT REPORT WILL BE IN DESCENDING DOLLAR

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SEQUENCE AND TO INCLUDE AT LEAST THE TOP 100 ITEMS WITH THE HIGHEST DOLLAR VALUE BOTH MONTHLY AND ANNUALLY BY AGENCY.

6. PRIME VENDOR FILL-RATE REPORT PROVIDES THE FILL-RATE, BOTH ADJUSTED AND UNADJUSTED, MONTHLY AND YEARLY.
7. CONTROLLED DRUG SUBSTANCE REPORT PROVIDES CONTROLLED SUBSTANCES PURCHASED MONTHLY AND YEAR-TO-DATE BY AGENCY.
- G. ALL PRODUCTS MUST BE SUPPLIED IN THE ORIGINAL MANUFACTURER'S PACKAGES AND IN QUANTITIES AS PROVIDED IN THE ESTABLISHED CONTRACTS. PRODUCTS ARE TO BE PROVIDED WITH A MINIMUM OF 6 MONTHS EXPIRATION DATE UNLESS UNAVAILABLE FROM MANUFACTURER.
- H. THE PRIME VENDOR WILL NOT PROCESS/DELIVER ORDERS FOR ANY CONTROLLED DRUGS TO ANY AGENCY UNLESS THE PRIME VENDOR HAS ON FILE THE D.E.A. NUMBER FOR THAT AGENCY.

II. GENERAL CONDITIONS: THE STATE RESERVES THE RIGHT TO

- A. ADD/DELETE OTHER STATE HEALTH AGENCIES, POLITICAL SUBDIVISION HEALTH AGENCIES OR STATE UNIVERSITY LOCATIONS DURING THE TERM OF THE CONTRACT WITHIN A MAXIMUM 30 DAYS FROM REQUEST DATE.
- B. ADD PRODUCTS TO THE PRIME VENDOR CONTRACT WHEN THE MMCAP-ESTABLISHED PHARMACEUTICAL FIRM MUTUALLY AGREES AND IS A PARTICIPANT IN THE PRIME VENDOR CHARGE-BACK ARRANGEMENT.
- C. ADD OR REMOVE CONTRACTS OR ADD OR DELETE CONTRACT ITEMS FROM MMCAP-ESTABLISHED PHARMACEUTICAL FIRM CONTRACTS DURING THE TERM OF THE PRIME VENDOR CONTRACT.
- D. THE PRIME VENDOR IS RESPONSIBLE FOR NOTIFYING THE PHARMACEUTICAL PURCHASING COMMITTEE OF ANY PROBLEMS THAT MAY ARISE WHICH MAY EFFECT SERVICE TO PARTICIPATING AGENCIES.

III. CUSTOMER SUPPORT: THE PRIME VENDOR MUST

- A. PROVIDE CUSTOMER SERVICE STAFF TO MEET WITH THE DESIGNATED REPRESENTATIVES OF THE PARTICIPATING AGENCIES PRIOR TO THE BEGINNING OF THE CONTRACT TO REVIEW DETAILS THEREOF AND TO FAMILIARIZE ALL CONCERNED IN THE USE OF ORDERING PROCEDURES UNDER THE CONTRACT.
- B. THE ASSIGNED TELEPHONE SERVICE REPRESENTATIVE IS:
CYNDI TIBURZIO (614) 757-7057

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CUST. SERVICE: (866) 641-1199
CUST. SVC. FAX: (866) 551-0530

- C. ASSIGN A FIELD SERVICE REPRESENTATIVE TO SERVICE EACH PARTICIPATING AGENCY. IT IS EXPECTED THAT THE REPRESENTATIVE(S) ASSIGNED WILL VISIT EACH AGENCY AT A MINIMUM OF ONCE PER MONTH OR AS AGREED UPON BY EACH PARTICIPATING AGENCY.
- D. SHALL PROVIDE ELECTRONIC ON-LINE CAPABILITIES TO EACH PARTICIPATING AGENCY AT NO ADDITIONAL CHARGE. THERE WILL BE A 2% HANDLING FEE FOR NON-ELECTRONIC ORDERS (EXCLUDING EMERGENCIES)
- E. IMMEDIATELY NOTIFY THE PARTICIPATING AGENCY WHEN AN ITEM IS NOT AVAILABLE FROM A STATE-ESTABLISHED CONTRACT, AND ADVISE AS TO THE REASON FOR UNAVAILABILITY. THE PARTICIPATING AGENCY MAY THEN REQUEST THAT THE PRIME VENDOR FURNISH A SUBSTITUTE ACCEPTABLE TO THE AGENCY. (CONTRACT EXCEPTION REPORT)
- F. IF AN ITEM IS NOT AVAILABLE DUE TO THE FAULT OF THE PRIME VENDOR THE PRIME VENDOR WILL BE RESPONSIBLE FOR PROVIDING SAME OR AN ACCEPTABLE SUBSTITUTE ITEM TO THE AGENCY AT NO ADDITIONAL COST, AND WITHIN THE REQUIRED DELIVERY PARAMETERS.

IV. ORDERING:

- A. THE PRIME VENDOR HAS BEEN SUPPLIED A LISTING OF ITEMS AND PRICE SCHEDULES DEVELOPED FROM THE MINNESOTA MULTI-STATE CONTRACTING ALLIANCE FOR PHARMACY'S ESTABLISHED CONTRACTS TO BE UTILIZED IN PERFORMANCE OF THE PRIME VENDOR CONTRACT.
- B. THE PRIME VENDOR IS TO DELIVER TO THE PARTICIPATING AGENCIES THE LOWEST-PRICED GENERIC PRODUCT AVAILABLE FROM THE STATE ESTABLISHED CONTRACTS, UNLESS OTHERWISE INSTRUCTED BY THE PARTICIPATING AGENCY.
- C. IF THERE IS NOT AN EXISTING MMCAP CONTRACT WITH THE PRODUCTS MANUFACTURER, THE PRODUCT MAY BE FURNISHED, AND INVOICED AS A DIRECT PURCHASE. THIS ALSO MUST BE NOTED IN THE NEXT CONTRACT EXCEPTION REPORT.
- D. MULTIPLE AWARDS MAY BE MADE FOR SOME PRODUCTS ON MMCAP-ESTABLISHED CONTRACTS. THIS ENSURES UNINTERRUPTED SERVICE, AND PROVIDES PATIENTS WITH PARTICULAR BRANDED PRODUCTS WHICH THEY MAY REQUIRE. THE PRIME VENDOR IS TO LIST AND REPORT ALL PRODUCTS PURCHASED, WHICH WERE NOT THE LOWEST AVAILABLE COST

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PRODUCTS, ON THE MONTHLY CONTRACT EXCEPTION REPORT.

V. DELIVERY:

- A. THE PRIME VENDOR MUST MAKE INSIDE DELIVERIES TO EACH PARTICIPATING AGENCY AT A REGULARLY SCHEDULED DELIVERY TIME BETWEEN THE HOURS OF 8:00 A.M. AND 4:00 P.M., MONDAY THRU FRIDAY AS REQUIRED BY THE PARTICIPATING AGENCY.
- B. THE PRIME VENDOR WILL RETAIN TITLE TO ALL PRODUCTS UNTIL RECEIPT AND ACCEPTANCE BY THE PARTICIPATING AGENCY.
- C. EACH PARTICIPATING AGENCY WILL HAVE A MINIMUM OF FIVE (5) WORKING DAYS AFTER THE SIGNED RECEIPT DATE TO NOTIFY THE PRIME VENDOR OF ANY DISCREPANCIES. THE PRIME VENDOR IS TO CORRECT ALL DISCREPANCIES.
- D. IN THE EVENT OF A LOCAL TRANSPORTATION STRIKE, THE PRIME VENDOR WILL BE RESPONSIBLE FOR MAINTAINING THE ESTABLISHED DELIVERY SCHEDULES TO THE PARTICIPATING AGENCIES.
- E. THE PRIME VENDOR IS TO PROVIDE FOR SPECIAL HANDLING/PACKAGING FOR ALL DRUGS, INCLUDING CHEMOTHERAPEUTIC AGENTS, ACCORDING TO ESTABLISHED SAFETY STANDARDS.

VI. RETURN OF GOODS:

- A. THE PRIME VENDOR WILL BE RESPONSIBLE FOR ACCEPTING RETURN GOODS FOR FULL CREDIT*UNDER THE FOLLOWING CIRCUMSTANCES:

- 1. ITEMS SHIPPED INCORRECTLY
- 2. ITEMS ORDERED INCORRECTLY
- 3. ITEMS DAMAGED IN SHIPMENT

PRODUCTS IN SALEABLE/MERCHANTABLE CONDITION:

-RETURNS MADE WITHIN 1-60 DAYS FROM INVOICE DATE =100% CREDIT
-RETURNS MADE WITHIN 61-180 DAYS FROM INV. DATE = 85% CREDIT
-RETURNS MADE WITHIN 181-396 DAYS FROM INV. DATE = 70% CREDIT
-RETURNS REQUESTS GREATER THAN 396 CALENDAR DAYS=NOT ACCEPTED

- 4. ITEMS DELETED FROM THE MARYLAND FORMULARY, PROVIDING A SHELF LIFE REMAINS IN EFFECT AND THE ITEMS ARE STILL IN ORIGINAL, UNOPENED PACKAGES.
- 5. OUTDATED OR OTHER PRODUCTS THAT MANUFACTURERS PERMIT WHOLESALERS TO ACCEPT FOR CREDIT. OR WHICH MANUFACTURERS SPECIFICALLY AUTHORIZE FOR RETURN THROUGH THE WHOLESALER.

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- *. IF MANUFACTURERS INVOKE A PENALTY TO WHOLESALERS, PENALTY % MAY BE DEDUCTED FROM FULL CREDIT PRICE IF PROPER DOCUMENTATION IS RECEIVED FROM MANUFACTURER.
- B. CREDIT FOR RETURNED GOODS IS TO BE ISSUED BY THE PRIME VENDOR TO THE PARTICIPATING AGENCY WITHIN TWENTY (20) BUSINESS DAYS AFTER THE DATE OF RETURN.
- C. THE PRIME VENDOR WILL NOT CHARGE A RESTOCKING CHARGE OR FEE FOR THE HANDLING/RE-INVENTORY OF RETURNED GOODS.

VII. PRODUCT RECALL:

- A. THE PRIME VENDOR SHALL NOTIFY ALL PARTICIPATING AGENCIES WITHIN ONE (1) BUSINESS DAY AFTER RECEIVING NOTIFICATION FROM EITHER THE MANUFACTURER, STATE OR FEDERAL AGENCY THAT A PRODUCT HAS BEEN RECALLED. THIS NOTIFICATION SHOULD INCLUDE PROCEDURES TO BE FOLLOWED TO COMPLY WITH THE RECALL.

VIII. DAMAGES PROVISION:

- A. IN THE EVENT THE PRIME VENDOR IS UNABLE TO SUPPLY AN ORDERED ITEM TO A PARTICIPATING AGENCY WITHIN FIVE (5) DAYS, AND THE AGENCY MUST OBTAIN A SUBSTITUTE ITEM FROM ANOTHER SUPPLIER, THE PRIME VENDOR IS TO REIMBURSE THE AGENCY THE FULL AMOUNT OF ANY COST DIFFERENTIAL BETWEEN THE AMOUNT PAID AND THE CONTRACT PRICE.
- B. THIS PROVISION IS NOT APPLICABLE FOR SITUATIONS BEYOND THE CONTROL OF THE PRIME VENDOR, I.E., ACTS OF GOD, STRIKES BY OTHERS, ETC. ALSO CONSIDERED BEYOND THE PRIME VENDOR'S CONTROL WOULD BE SUCH INSTANCES AS RECALLS BY THE MANUFACTURER OR NATIONWIDE SHORTAGES OF THE ITEM INVOLVED. THE BURDEN OF PROOF LIES WITH THE PRIME VENDOR IN ORDER TO NEGATE THIS DAMAGES PROVISION.

IX. OTHER PROVISIONS

- A. NO PRICE INCREASES WILL BE ALLOWED ONLY IN ACCORDANCE WITH THE CONTRACT.
- B. THE PRIME VENDOR IS TO PASS ON TO THE STATE OF MARYLAND ANY PRICES (SUCH AS PROMOTIONAL, VOLUME DISCOUNTS, ETC.) WHICH

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ARE LESS THAN THE MMCAP-ESTABLISHED CONTRACT PRICE. THE LOWER PRICING IS TO PREVAIL FOR THE DURATION OF ITS AVAILABILITY.

- C. STATE OF MARYLAND LAW PREVAILS IN ALL APPLICABLE PROVISIONS.
- D. SUBJECT TO THE TERMS AND CONDITIONS FOR PURCHASE ORDERS OVER \$25,000.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	27050-OPRIME	LT	
PRIME VENDOR PHARMACEUTICAL CONTRACT			

SERVICE FEE IS BASED ON THE PAYMENT OPTION SELECTED BY THE FACILITY AND THE TOTAL MONTHLY PURCHASING VOLUME OF THE STATE.

MARYLAND ESTIMATED PURCHASING VOLUME IS \$1,188,009.05 PER MONTH. MARYLAND AGENCIES USE THE \$750,001 TO \$1,500,000 MONTHLY PURCHASING VOLUME COLUMN FOR THE NET 30 DAY PAYMENT OPTION. (NOTE: THE FEE IS A "NEGATIVE UP CHARGE".)

THE FOLLOWING PAYMENT TERM OPTIONS SHALL BE AVAILABLE TO EACH MMCAP PARTICIPATING FACILITY:

- *30 DAY PRE-PAY: A ONE TIME DEPOSIT EQUAL TO 30 DAYS PURCHASE VALUE IS DUE BY THE 25TH OF THE PREVIOUS MONTH. THEREFORE, PAYMENT IS DUE ON OR BEFORE SEVEN CALENDAR DAYS FROM THE DATE OF INVOICE.
- *15 DAY PRE-PAY: A ONE TIME DEPOSIT EQUAL TO 15 DAYS PURCHASE VALUE IS DUE BY THE 25TH OF THE PREVIOUS MONTH. THEREFORE, PAYMENT IS DUE ON OR BEFORE SEVEN DAYS FROM THE DATE OF INVOICE.

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*7 DAY PRE-PAY: A ONE TIME DEPOSIT EQUAL TO 7 DAYS PURCHASE VALUE IS DUE BY THE 25TH OF THE PREVIOUS MONTH. THEREFORE, PAYMENT IS DUE ON OR BEFORE SEVEN DAYS FROM THE DATE OF INVOICE.

*NEXT DAY NET: NEXT DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE NEXT CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*SEVEN (7) DAY NET: 7 DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE 7TH DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*FIFTEEN (15) DAY NET: 15 DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE 15TH DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*THIRTY (30) DAY NET: 30 DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE 30TH DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*FORTY-FIVE (45) DAY NET: 45 DAY NET MEANS THAT BUYER WILL PAY IN FULL ON OR BEFORE TH 45TH CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*SIXTY (60) DAY NET: 60 DAY NET MEANS THAT BUYER WILL PAY IN FULL ON OR BEFORE TH 60TH CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*NINETY (90) DAY NET: 90 DAY NET MEANS THAT BUYER WILL PAY IN FULL ON OR BEFORE TH 90TH CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

IF ANY OF THE ABOVE-SPECIFIED PAYMENT TERM DUE DATES FALL ON A WEEKEND DAY OR LOCAL, STATE, OR FEDERAL HOLIDAY, PAYMENT SHALL BE DUE ON THE PRECEDING BUSINESS DAY.

TOTAL MONTHLY STATE PURCHASING VOLUME:					
	UP	\$750,001	\$1,500,001	\$3,000,000	7,500,001
PAYMENT	TO	TO	TO	TO	TO
OPTION:	\$750,000	\$1,500,000	\$3,000,000	\$7,500,000	\$10,000,000
30 DAY	-2.54%	-2.82%	-3.26%	-3.42%	-3.60%
15 DAY	-2.30%	-2.58%	-3.02%	-3.18%	-3.36%
7 DAY	-2.17%	-2.45%	-2.89%	-3.05%	-3.23%
NEXT DAY	-2.04%	-2.32%	-2.76%	-2.92%	-3.10%
7 DAY NET	-1.95%	-2.23%	-2.67%	-2.83%	-3.01%
15 DAY NET	-1.82%	-2.10%	-2.54%	-2.70%	-2.88%
30 DAY NET	-1.58%	-1.86%	-2.30%	-2.46%	-2.64%
45 DAY NET	-1.18%	-1.46%	-1.90%	-2.06%	-2.24%
60 DAY NET	-.77%	-1.05%	-1.49%	-1.65%	-1.83%
90 DAY NET	-.04%	-.44%	-.68%	-.84%	-1.02%

DELIVERY CHARGES:

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ALL FACILITIES RECEIVE ONE FREE DELIVERY PER WEEK. FACILITIES ORDERING MORE THAN \$15,000 PER MONTH ARE ELIGIBLE TO RECEIVE NOT LESS THAN ONE DELIVERY PER DAY, 5 DAYS PER WEEK (MONDAY THROUGH FRIDAY). FACILITIES ORDERING LESS THE \$15,000 PER MONTH WILL BE CHARGED A \$20 DELIVERY FEE FOR EXTRA DELIVERIES (IN ADDITION TO THE ONE FREE WEEKLY DELIVERY) IF THE VOLUME OF THE PURCHASE IS LESS THAN \$750. THERE WILL BE NO DELIVERY CHARGE FOR ANY ORDER WITH A PURCHASE VOLUME LARGER THAN \$750.

ELECTRONIC ORDERING: WWW.CARDINAL.COM IS AVAILABLE TO ALL MMCAP MEMBERS AT NO CHARGE.

COMPUTER HARDWARE: FOR USE WITH WWW.CARDINAL.COM CAN BE LEASED FOR A MONTHLY RATE OR FACILITIES CAN PROVIDE THEIR OWN HARDWARE.

FOR ALL MMCAP PARTICIPATING WITH AN AVERAGE MONTHLY PURCHASING VOLUME LESS THAN \$25,000, VENDOR WILL PROVIDE PURCHASE OPTIONS AS FOLLOWS:
A.) \$1,000 FOR A TRADITIONAL ORDERING HARDWARE PACKAGE (CPU), MONITOR, KEYBOARD, MOUSE AND PRINTER), AND/OR B.) MOBILE SOLUTIONS ON VENDOR'S LEASE PROGRAM AT \$100 PER MONTH.

FOR TRADITIONAL OREDERING HARDWARE PACKAGES, THE TOTAL COST WILL BE SPLIT INTO MONTHLY PAYMENTS; THE MONTHLY CHARGE WILL NOT EXCEED THE SET VALUE (\$1,000) OF THE TRADITIONAL ORDERING PACKAGE. OWNERSHIP OF THE TRADITIONAL ORDERING HARDWARE PACKAGE WILL TRANSFER TO THE MMCAP PARTICIPATING FACILITY UPON REACHING THE VALUE OF THE TRADITIONAL HARDWARE PACKAGE.

FOR ALL MMCAP PARTICIPATING FACILITIES WITH AN AVERAGE MONTHLY PURCHASING VOLUME OF \$25,000 OR MORE, VENDOR WILL PROVIDE THE CHOICE OF A.) TRADITIONAL HARDWARE PACKAGE (CPU), MONITOR, KETBOARD, MOUSE AND PRINTER) WITHOUT CHARGE, OR B.) MOBILE SOLUTIONS ON VENDOR'S LEASE PROGRAM AT \$70 PER MONTH.

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

TOLL FREE PHONE NO. FOR PLACING ORDERS: 800-800-4173 EXT 265

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AUTHORIZED BY:

Shirley Lester

BUYER AUTHORIZED DESIGNEE

DATE:

12/5/14